

<p>DISCOVER PROPERTY & CASUALTY COMPANY, ST. PAUL PROTECTIVE INSURANCE COMPANY, TRAVELERS CASUALTY & SURETY COMPANY, TRAVELERS INDEMNITY COMPANY AND TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA,</p> <p>Plaintiffs,</p> <p>v.</p> <p>NATIONAL FOOTBALL LEAGUE, NFL PROPERTIES, LLC, ALTERRA AMERICA INSURANCE COMPANY, FIREMAN'S FUND INSURANCE COMPANY, TIG INSURANCE COMPANY, CENTURY INDEMNITY COMPANY, FEDERAL INSURANCE COMPANY, GREAT NORTHERN INSURANCE COMPANY, GUARANTEE INSURANCE COMPANY, HARTFORD ACCIDENT & INDEMNITY COMPANY, NORTH RIVER INSURANCE COMPANY, U.S. FIRE INSURANCE COMPANY, ACE AMERICAN INSURANCE COMPANY, ILLINOIS UNION INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY, ARROWOOD INDEMNITY, COMPANY, CHARTIS SPECIALTY INSURANCE COMPANY, CHARTIS PROPERTY CASUALTY COMPANY, CONTINENTAL CASUALTY COMPANY, CONTINENTAL INSURANCE COMPANY, ILLINOIS NATIONAL INSURANCE COMPANY, MUNICH REINSURANCE AMERICA, INC., NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, NEW ENGLAND REINSURANCE CORPORATION, ONEBEACON AMERICA INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, WESTCHESTER FIRE INSURANCE COMPANY, XL INSURANCE AMERICA, INC., DOE DEFENDANTS 1-100</p> <p>Defendants.</p>	<p>SUMMONS</p> <p>Index No.</p>
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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, on the plaintiff's Attorney(s) within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

The basis for venue is defendant National Football League's principal place of business which is 345 Park Avenue, New York, New York.

Dated: New York, New York
August 21, 2012

PUTNEY, TWOMBLY, HALL & HIRSON LLP

By: 

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Attorneys for Plaintiffs

Notice: The nature of this action is seeking declaratory judgment regarding rights under various policies of insurance.

Upon your failure to appear, judgment will be taken against you by default for the relief demanded in the complaint.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

DISCOVER PROPERTY & CASUALTY
COMPANY, ST. PAUL PROTECTIVE
INSURANCE COMPANY, TRAVELERS
CASUALTY & SURETY COMPANY,
TRAVELERS INDEMNITY COMPANY AND
TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA,

Plaintiffs,

v.

NATIONAL FOOTBALL LEAGUE, NFL
PROPERTIES, LLC, ALTERRA AMERICA
INSURANCE COMPANY, FIREMAN'S FUND
INSURANCE COMPANY, TIG INSURANCE
COMPANY, CENTURY INDEMNITY
COMPANY, FEDERAL INSURANCE
COMPANY, GREAT NORTHERN INSURANCE
COMPANY, GUARANTEE INSURANCE
COMPANY, HARTFORD ACCIDENT &
INDEMNITYCOMPANY, NORTH RIVER
INSURANCE COMPANY, U.S. FIRE
INSURANCE COMPANY, ACE AMERICAN
INSURANCE COMPANY, ILLINOIS UNION
INSURANCE COMPANY, ALLSTATE
INSURANCE COMPANY, AMERICAN
GUARANTEE AND LIABILITY INSURANCE
COMPANY, ARROWOOD INDEMNITY,
COMPANY, CHARTIS SPECIALTY
INSURANCE COMPANY, CHARTIS
PROPERTY CASUALTY COMPANY,
CONTINENTAL CASUALTY COMPANY,
CONTINENTAL INSURANCE COMPANY,
ILLINOIS NATIONAL INSURANCE
COMPANY, MUNICH REINSURANCE
AMERICA, INC., NATIONAL UNION FIRE
INSURANCE COMPANY OF PITTSBURGH,
PA, NEW ENGLAND REINSURANCE
CORPORATION, ONEBEACON AMERICA
INSURANCE COMPANY, VIGILANT
INSURANCE COMPANY, WESTCHESTER

FIRE INSURANCE COMPANY, XL
INSURANCE AMERICA, INC., DOE
DEFENDANTS 1-100
Defendants.

COMPLAINT FOR DECLARATORY RELIEF

INTRODUCTION

1. Plaintiffs Discover Property & Casualty Company, St. Paul Protective Insurance Company, Travelers Casualty & Surety Company, Travelers Indemnity Company and Travelers Property Casualty Company of America (collectively, “Travelers”) bring the following Complaint against Defendants National Football League (the “NFL”) and NFL Properties LLC (“NFL Properties”), and against Alterra America Insurance Company National, Fireman’s Fund Insurance Company, TIG Insurance Company, Century Indemnity Company, Federal Insurance Company, Great Northern Insurance Company, Guarantee Insurance Company, Hartford Accident & Indemnity Company, North River Insurance Company, U.S. Fire Insurance Company, ACE American Insurance Company, Illinois Union Insurance Company, Allstate Insurance Company, American Guarantee and Liability Insurance Company, Arrowood Indemnity Company, Chartis Specialty Insurance Company, Chartis Property Casualty Company, Continental Casualty Company, Continental Insurance Company, Illinois National Insurance Company, Munich Reinsurance America, Inc., National Union Fire Insurance Company of Pittsburgh, PA, New England Reinsurance Corporation, OneBeacon America Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, XL Insurance America, Inc., Doe Defendants 1-100 (the “Insurer Defendants”).

2. The NFL has been named as a defendant in at least one hundred forty-three (143) lawsuits filed by former football players and their spouses (hereinafter the

“Underlying Lawsuits”). NFL Properties is named as defendant with respect to certain claims in approximately eighty-six (86) of the Underlying Lawsuits. The Underlying Lawsuits allege that the NFL knew the risks of permanent brain injury to players arising out of concussions or other head trauma and that instead of warning players about those risks, intentionally withheld that knowledge and sought to profit by promoting the violent play of NFL football. The Underlying Lawsuits seek recovery on numerous theories of liability, ranging from fraud and conspiracy to negligence.

3. The NFL and NFL Properties have sought defense and indemnification insurance coverage from Travelers and, upon information and belief, from the Insurer Defendants under insurance policies in place between the 1960’s and 2012. Travelers, the NFL, NFL Properties, and the Insurer Defendants have not been able to agree upon their respective rights and obligations with respect to the Underlying Lawsuits. An actual controversy exists in that regard. Travelers brings this Complaint to obtain declaratory judgments as to those rights and obligations.

PARTIES

4. Plaintiff Discover Property & Casualty Insurance Company (“Discover”), formerly known as Northbrook National Insurance Company, is a corporation organized under the laws of Illinois, with its principal place of business in St. Paul, Minnesota. Upon information and belief, at all times relevant hereto, Discover was licensed to do business, and was doing and transacting business, in the State of New York. Discover issued primary commercial liability and umbrella liability insurance policies to NFL Properties for the period March 31, 1984 to March 31, 1997.

5. Plaintiff St. Paul Protective Insurance Company (“St. Paul”), the successor in interest to Northbrook Property and Casualty Insurance Company, is a corporation organized under the laws of Illinois, with its principal place of business in St. Paul, Minnesota. Upon information and belief, at all times relevant hereto, St. Paul was licensed to do business, and was doing and transacting business, in the State of New York. St. Paul issued certain policies of excess liability insurance to NFL Properties.

6. Plaintiff Travelers Casualty & Surety Company (“Travelers Casualty”), the successor in interest to Aetna Casualty & Surety Company, is a corporation organized under the laws of Connecticut, with its principal place of business in Hartford, Connecticut. Travelers Casualty is licensed to conduct insurance business in New York. Travelers Casualty issued certain policies of excess liability insurance to the NFL.

7. Plaintiff Travelers Indemnity Company (“Travelers Indemnity”), the successor in interest to Gulf Insurance Company, is a corporation organized under the laws of Connecticut, with its principal place of business in Hartford, Connecticut. Travelers Indemnity is licensed to conduct insurance business in New York. Travelers Indemnity issued certain policies of excess liability insurance to the NFL.

8. Plaintiff Travelers Property Casualty Company of America (“Travelers Property”), formerly known as Travelers Indemnity Company of Illinois, is a corporation organized under the laws of Connecticut, with its principal place of business in Hartford, Connecticut. Travelers Property issued certain policies of excess liability insurance to the NFL.

9. Defendant NFL is an unincorporated association of the thirty-two (32) member professional football teams, formed pursuant to the laws of the State of New York, with its principal place of business at 345 Park Avenue, New York, New York. The NFL is and at all

times relevant to this Complaint has been qualified to conduct business in the State of New York and does conduct business in New York County.

10. Defendant NFL Properties, LLC is a limited liability company organized under the laws of Delaware, with its principal place of business at 345 Park Avenue, New York, New York. NFL Properties is and at all times relevant to this Complaint has been qualified to conduct business in the State of New York and does conduct business in New York County.

11. Defendant Alterra America Insurance Company (“Alterra”) is a corporation organized under the laws of Delaware, with its principal place of business in Richmond, Virginia. Upon information and belief, at all times relevant hereto, Alterra was licensed to do business, and was doing and transacting business, in the State of New York, and issued a policy of liability insurance to the NFL and/or NFL Properties.

12. Defendant Fireman’s Fund Insurance Company (“Fireman’s Fund”) is a corporation organized under the laws of the State of California, with its principal place of business in Novato, California. Upon information and belief, at all times relevant hereto, Fireman’s Fund was licensed to do business, and was doing and transacting business, in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

13. Defendant TIG Insurance Company (“TIG”), the successor in interest to Transamerica Insurance Company and International Insurance Company, is a corporation organized under the laws of California, with its principal place of business in Manchester, New Hampshire. Upon information and belief, at all times relevant hereto, TIG was licensed to do business, and was doing and transacting business, in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

14. Defendant Century Indemnity Company (“Century”) is a corporation organized under the laws of Pennsylvania, with its principal place of business in Philadelphia, Pennsylvania. Century is the successor in interest to the Insurance Company of North America, Indemnity Insurance Company of North America, and California Union Insurance Company. Upon information and belief, at all times relevant hereto, Century was licensed to do business, and was doing and transacting business, in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

15. Defendant Federal Insurance Company (“Federal”) is a corporation organized under the laws of Indiana, with its principal place of business in Warren, New Jersey. Upon information and belief, at all times relevant hereto, Federal was licensed to do business, and was doing and transacting business, in the State of New York and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

16. Defendant Great Northern Insurance Company (“Great Northern”) is a corporation organized under the laws of Indiana, with its principal place of business in Warren, New Jersey. Upon information and belief, at all times relevant hereto, Great Northern was licensed to do business, and was doing and transacting business, in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

17. Defendant Guarantee Insurance Company (“Guarantee”) is a corporation organized under the laws of Florida, with its principal place of business in Fort Lauderdale, Florida. Upon information and belief, at all times relevant hereto, Guarantee was licensed to do business, and was doing and transacting business, in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

18. Defendant Hartford Accident & Indemnity Co. (“Hartford”) is a corporation organized under the laws of Connecticut, with its principal place of business in Hartford, Connecticut. Upon information and belief, at all times relevant hereto, Hartford was licensed to do business, and was doing and transacting business, in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

19. Defendant North River Insurance Company (“North River”) is a corporation organized under the laws of New Jersey, with its principal place of business in Morristown, New Jersey. Upon information and belief, at all times relevant hereto, North River was licensed to do business, and was doing and transacting business, in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

20. Defendant U.S. Fire Insurance Company (“U.S. Fire”) is a corporation organized under the laws of Delaware, with its principal place of business in Morristown, New Jersey. Upon information and belief, at all times relevant hereto, U.S. Fire was licensed to do business, and was doing and transacting business, in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

21. Defendant ACE American Insurance Company (“ACE”) is a corporation organized under the laws of Pennsylvania, with its principal place of business in Philadelphia, Pennsylvania. Upon information and belief, at all times relevant hereto, ACE was licensed to do business, and was doing and transacting business, in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

22. Defendant Illinois Union Insurance Company (“Illinois Union”) is a corporation organized under the laws of Illinois, with its principal place of business in Philadelphia, Pennsylvania. Upon information and belief, at all times relevant hereto, Illinois

Union was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

23. Defendant Allstate Insurance Company (“Allstate”), the successor in interest to Northbrook Insurance Company, is a corporation organized under the laws of Illinois, with its principal place of business in Northbrook, Illinois. Upon information and belief, at all times relevant hereto, Allstate was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

24. Defendant American Guarantee and Liability Insurance Company (“American Guarantee”) is a corporation organized under the laws of New York, with its principal place of business in Schaumburg, Illinois. American Guarantee is licensed to conduct insurance business in New York. Upon information and belief, at all times relevant hereto, American Guarantee was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

25. Defendant Arrowood Indemnity Company (“Arrowood”), formerly known as Royal Indemnity Company, is a corporation organized under the laws of Delaware, with its principal place of business in Charlotte, North Carolina. Upon information and belief, at all times relevant hereto, American Guarantee was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

26. Defendant Chartis Specialty Insurance Company (“Chartis Specialty”), formerly known as American International Specialty Lines Insurance Company (“AISLIC”), is a corporation organized under the laws of Illinois, with its principal place of business in New York, New York. Upon information and belief, at all times relevant hereto, Chartis Specialty was

doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

27. Defendant Chartis Property Casualty Company (“Chartis Property”), formerly known as Birmingham Fire Insurance Company of Pennsylvania (“Birmingham Fire”), is a corporation organized under the laws of Pennsylvania, with its principal place of business in New York, New York. Upon information and belief, at all times relevant hereto, Chartis Property was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

28. Defendant Continental Casualty Company (“Continental Casualty”) is a corporation organized under the laws of Illinois, with its principal place of business in Chicago, Illinois. Upon information and belief, at all times relevant hereto, Continental Casualty was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

29. Defendant Continental Insurance Company (“Continental Insurance”), the successor in interest to Harbor Insurance Company, Niagara Fire Insurance Company and Fidelity & Casualty Company of New York, is a corporation organized under the laws of Pennsylvania, with its principal place of business in Chicago, Illinois. Upon information and belief, at all times relevant hereto, Continental Insurance was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

30. Defendant Illinois National Insurance Company (“Illinois National”) is a corporation organized under the laws of Illinois, with its principal place of business in Chicago, Illinois. Upon information and belief, at all times relevant hereto, Illinois National was doing and

transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

31. Defendant Munich Reinsurance America, Inc. (“Munich”), formerly known as American Re-Insurance Company, is a corporation organized under the laws of Delaware, with its principal place of business in Princeton, New Jersey. Upon information and belief, at all times relevant hereto, Munich was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

32. Defendant National Union Fire Insurance Company of Pittsburgh, PA (“National Union”) is a corporation organized under the laws of Pennsylvania, with its principal place of business in New York, New York. Upon information and belief, at all times relevant hereto, National Union was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

33. Defendant New England Reinsurance Corporation (“New England”) is a corporation organized under the laws of Connecticut, with its principal place of business in Boston, Massachusetts. Upon information and belief, at all times relevant hereto, New England was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

34. Defendant OneBeacon America Insurance Company (“OneBeacon”), the successor in interest to General Accident Fire and Life Assurance Corporation Ltd. (“General Accident”), is a corporation organized under the laws of Massachusetts, with its principal place of business in Boston, Massachusetts. Upon information and belief, at all times relevant hereto,

OneBeacon and was doing and transacting business in the State of New York and issued one or more policies of liability insurance to the NFL an/or NFL Properties.

35. Defendant Vigilant Insurance Company (“Vigilant”) is a corporation organized under the laws of New York, with its principal place of business in Warren, New Jersey. Vigilant is licensed to conduct insurance business in New York. , Upon information and belief, at all times relevant hereto, Vigilant was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

36. Defendant Westchester Fire Insurance Company (“Westchester”) is a corporation organized under the laws of Pennsylvania, with its principal place of business in Philadelphia, Pennsylvania. Upon information and belief, at all times relevant hereto, Westchester was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

37. Defendant XL Insurance America, Inc. (“XL Insurance”) is a corporation organized under the laws of Delaware, with its principal place of business in Stamford, Connecticut. Upon information and belief, at all times relevant hereto, XL Insurance was doing and transacting business in the State of New York, and issued one or more policies of liability insurance to the NFL and/or NFL Properties.

38. Upon information and belief, the Doe Defendants are insurers and underwriters other than those named above, which issued and/or subscribed to one or more policies of liability insurance issued to the NFL and/or NFL Properties. The true names, capacities, and obligations of Defendants Does 1-100, inclusive, are unknown to Plaintiffs, who therefore sue those Defendants by such fictitious names. Travelers will amend its Complaint to

show the true names, capacities, and obligations of Defendants Does 1-100, inclusive, when the same have been ascertained. The parties identified or described in Paragraphs 12 through 37 herein are referred to as the “Insurer Defendants.”

JURISDICTION AND VENUE

39. Venue is proper in this Court pursuant to CPLR § 503, as one or more Defendants are New York corporations, maintain their principal places of business in New York County and/or are otherwise residents of New York County.

THE TRAVELERS INSURANCE POLICIES ISSUED TO NFL PROPERTIES

40. Travelers issued primary commercial general liability insurance policies to NFL Properties between March 31, 1984 and March 31, 1997 (the “Travelers Primary NFL Properties Policies”).

41. Travelers issued umbrella liability policies to NFL Properties between March 31, 1984 and March 31, 1997 (the “Travelers Umbrella NFL Properties Policies”).

42. The Travelers Primary NFL Properties Policies and the Travelers Umbrella NFL Properties Policies were issued and/or delivered to NFL Properties and/or its insurance representatives in New York County.

43. The NFL is not an insured under the Travelers Primary NFL Properties Policies or the Travelers Umbrella NFL Properties Policies.

THE TRAVELERS INSURANCE POLICIES ISSUED TO THE NFL

44. Travelers issued excess liability policies to the NFL Properties between 1991 and 2002 (the “Travelers Excess Liability NFL Policies”).

45. The Travelers Excess Liability NFL Policies were issued and/or delivered to NFL Properties and/or its insurance representatives in New York County.

46. Upon information and belief, most or all of the other liability insurance policies at issue in this lawsuit were issued and/or delivered to NFL Properties and/or its insurance representatives in New York County.

THE UNDERLYING LAWSUITS

47. NFL Properties and the NFL have been named as defendants in the numerous Underlying Lawsuits commenced by or on behalf of former NFL players and/or their spouses who allege that the players sustained injuries during their careers as the result of concussive head trauma. Upon information and belief, all or most of these actions are or will be part of a Multi-District Litigation (“MDL”) currently pending in the United States District Court for the Eastern District of Pennsylvania.

48. The plaintiffs in the Underlying Lawsuits allege that the NFL knew or should have known that the repeated traumatic head impacts the plaintiffs sustained while playing NFL football were likely to expose them to excess risk to neurodegenerative disorders and diseases. The current “Master Complaint” filed in the MDL sets forth fourteen causes of action against the NFL: i) declaratory judgment that the NFL knew or should have known of the aforementioned risks, had a duty to advise plaintiffs of that heightened risk, willfully and intentionally concealed from and misled the plaintiffs concerning that risk and thereby recklessly endangered plaintiffs; ii) court-approved medical monitoring; iii) wrongful death and survival actions; iv) fraudulent concealment; v) fraud; vi) negligent misrepresentation; vii) negligence with respect to pre-1968 conduct; viii) negligence as to post-1968 conduct; ix) negligence as to conduct between 1987 and 1993; x) negligence as to post-1994 conduct; xi) loss of consortium, xii) negligent hiring; xiii) negligent retention and (xiv) civil conspiracy/fraudulent concealment.

49. The current Master Complaint sets forth only two causes of action against NFL Properties: i) loss of consortium and ii) civil conspiracy/fraudulent concealment.

THE NFL'S AND NFL PROPERTIES' DEFENSE OF THE UNDERLYING LAWSUITS

50. The NFL is the target of the Underlying Lawsuits as evidenced by, inter alia, the Master Complaint. .

51. While there are certain common allegations against the NFL and NFL Properties, the interests of the NFL and NFL Properties with respect to the Underlying Lawsuits are, upon information and belief, not aligned. For example, NFL Properties may be entitled to recover from the NFL if liability is imposed on NFL Properties with respect to the two claims asserted against both entities in the Master Complaint. Moreover, NFL Properties may have claims and defenses not available to the NFL. And while it is in the best interests of NFL Properties to extricate itself from the Underlying Lawsuits at the earliest possible opportunity, irrespective of whether the NFL can do so, it is in the best interests of the NFL to ensure that NFL Properties (and, potentially, its insurance coverage) remains in the case as long as the NFL is a defendant and that NFL Properties (and, potentially its insurers) are available to contribute to any award of damages against the NFL or settlement of the claims against the NFL.

52. NFL Properties is, however, upon information and belief, controlled by the NFL with respect to the Underlying Lawsuits. For example, upon information and belief, Anastasia Danias, the Vice President of Legal Affairs for the NFL, is also the Assistant Secretary of NFL Properties, and is overseeing the direction of the Underlying Litigation on behalf of both entities.

53. The NFL and NFL Properties are represented in the Underlying Litigation by the same attorneys, led by the New York office of Paul Weiss. Paul Weiss was appointed by

the NFL and/or NFL Properties prior to any notice of these matters to Travelers. Travelers' consent to the appointment was neither requested nor given.

54. After the appointment of Paul Weiss, Marsh and/or other insurance representatives of the NFL advised Travelers of the Underlying Lawsuits and demanded that Travelers agree to pay defense and indemnity under the Travelers Primary NFL Properties Policies, Travelers Umbrella NFL Properties Policies and Travelers Excess Liability NFL Policies with respect thereto.

55. Marsh, the NFL and NFL Properties have demanded that Travelers, pursuant to the terms of the Travelers Primary NFL Properties Policies, pay the fees of Paul Weiss and other "common" attorneys involved in the joint defense of the Underlying Lawsuits on behalf of the NFL and NFL Properties.

56. Travelers has the right and duty to defend NFL Properties under the Travelers Primary NFL Properties Policies with respect to any "suit" seeking "damages" that are potentially within the coverage of those policies. Travelers is not, however, required to defend or participate in the defense of the NFL under the Travelers Primary NFL Properties Policies. Nor do the terms of the Travelers Primary NFL Properties Policies require Travelers to accept the "joint" defense and common counsel arrangements currently in place or allow the NFL to control the selection of counsel for and/or the defense of NFL Properties. Travelers may also have the right to withdraw from participation in the defense of NFL Properties and/or seek reimbursement of defense costs.

57. Upon information and belief, Marsh, the NFL and NFL Properties have demanded or will demand that Travelers also indemnify the NFL and NFL Properties with respect to any award of damages in or settlement of the Underlying Lawsuits on behalf of the

NFL and NFL Properties pursuant to the terms of the Travelers Primary NFL Properties Policies, the Travelers Umbrella NFL Properties Policies and Travelers Excess Liability NFL Policies. Travelers has numerous coverage defenses to any such claim, and may be entitled to deny indemnity for some or all of the damages at issue in the Underlying Lawsuits.

58. Upon information and belief, the NFL and NFL Properties dispute and/or will dispute Travelers' position with respect to the foregoing matters.

59. Upon information and belief, some or all of the Insurer Defendants dispute and/or may dispute Travelers' position with respect to some or all of the foregoing matters, and may seek contribution from Travelers with respect to defense costs and/or indemnity paid under policies they issued to the NFL and/or NFL Properties with respect to the Underlying Lawsuits and Travelers may seek contribution from one or more of the Insurer Defendants.

COUNT I: DEFENSE OF NFL PROPERTIES

60. Travelers incorporates paragraphs 1 through 59 of this Complaint as if more fully set forth herein.

61. The NFL is not an insured under the Travelers Primary NFL Properties Policies.

62. Travelers is not obligated under the Travelers Primary NFL Properties Policies or any other policy to pay any of the NFL's defense costs in the Underlying Lawsuits, nor is Travelers required to accept "common counsel" or any other "joint" defense arrangements between the NFL and NFL Properties.

63. Upon information and belief, the NFL and NFL Properties assert that Travelers is obligated to accept "common counsel" and any other "joint" defense arrangements

between the NFL and NFL Properties, and pay defense costs with respect to same under the Travelers Primary NFL Properties Policies.

64. Upon information and belief, the NFL and NFL Properties assert that NFL Properties is not obligated to pay an equitable share of NFL Properties' defense costs with respect to the Underlying Lawsuits for years during which NFL Properties is self-insured or otherwise uninsured.

65. Travelers disputes these assertions, and further avers that the actions of NFL and NFL Properties have prejudiced and/or will prejudice Travelers' contractual right to defend NFL Properties pursuant to the terms of the Travelers Primary NFL Properties Policies.

66. An actual controversy exists between Travelers on one hand, and the NFL and NFL Properties on the other as to the foregoing issues.

67. Travelers is entitled to a judgment in the form of one or more declarations that: Travelers is not required to pay any defense costs of the NFL with respect to the Underlying Lawsuits; Travelers is not obligated to accept "common counsel" or any other "joint" defense arrangements between the NFL and NFL Properties; separate counsel must be appointed to represent NFL Properties and those attorneys must be separate and independent from the NFL's counsel and otherwise not under the control of the NFL; Travelers is entitled to select and/or participate in the selection of separate counsel to defend NFL Properties with respect to the Underlying Lawsuits; and NFL Properties is responsible for defense costs with respect to the Underlying Lawsuits for years during which NFL Properties is self-insured or otherwise uninsured.

68. Travelers has no adequate remedy at law.

COUNT II: INDEMNIFICATION OF THE NFL AND NFL PROPERTIES

69. Travelers incorporates paragraphs 1 through 68 of this Complaint as if more fully set forth herein.

70. Upon information and belief, NFL and NFL Properties have demanded or will demand that Travelers also indemnify the NFL and NFL Properties with respect to any award of damages in or settlement of the Underlying Lawsuits on behalf of the NFL and NFL Properties pursuant to the terms of the Travelers Primary NFL Properties Policies, the Travelers Umbrella NFL Properties Policies and Travelers Excess Liability NFL Policies.

71. Travelers has numerous coverage defenses to any such claim, and the NFL and NFL Properties are not entitled to indemnity under the Travelers Primary NFL Properties Policies, the Travelers Umbrella NFL Properties Policies and Travelers Excess Liability NFL Policies for the claims at issue in the Underlying Lawsuits.

72. Upon information and belief, the NFL and NFL Properties assert that the NFL and NFL Properties are not obligated to pay any indemnity with respect to the Underlying Lawsuits for “bodily injury” that occurred during years in which NFL Properties is self-insured or otherwise uninsured. The NFL and NFL Properties assert that they are entitled to “select” particular policies and/or policy years to respond to any award of damages in or settlement of the Underlying Lawsuits.

73. Travelers disputes these assertions.

74. An actual controversy exists between Travelers on one hand, and the NFL and NFL Properties on the other as to the foregoing issues.

75. Travelers is entitled to a judgment in the form of a declaration that Travelers is not required to indemnify the NFL and NFL Properties with respect to any award of damages in or settlement of the Underlying Lawsuits.

76. Travelers has no adequate remedy at law.

COUNT III OBLIGATIONS OF THE INSURER DEFENDANTS

77. Travelers incorporates paragraphs 1 through 76 of this Complaint as if more fully set forth herein.

78. Upon information and belief, some or all of the Insurer Defendants dispute and/or may dispute Travelers' position with respect to some or all of the foregoing matters, and may seek contribution from Travelers with respect to defense costs and/or indemnity paid under policies they issued to the NFL and/or NFL Properties with respect to the Underlying Lawsuits.

79. An actual controversy exists between Travelers on one hand, and the Insurer Defendants on the other as to the foregoing issues.

80. Travelers is entitled to judgment in the form of a declaration that it is not required to pay or reimburse any Insurer Defendant with respect to any defense costs incurred or indemnity paid under the policies they issued to the NFL and/or NFL Properties with respect to the Underlying Lawsuits.

81. Travelers has no adequate remedy at law.

WHEREFORE, Travelers asks that the Court enter a judgment in Travelers' favor, including the following declarations:

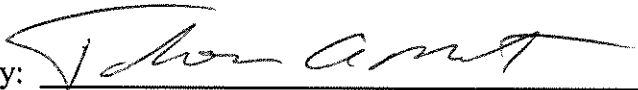
- (1) Under Count I against NFL and NFL Properties, that Travelers is not required to accept "common counsel" or any other "joint" defense arrangements between the NFL and NFL Properties, or otherwise pay any defense costs of the NFL with respect to the Underlying Lawsuits, and/or that counsel selected to defend NFL Properties must be separate and independent from the NFL's counsel and/or that Travelers is entitled to select and/or participate in the selection of counsel to defend NFL Properties with respect to the Underlying Lawsuits, and NFL Properties is responsible for defense costs with respect to the Underlying Lawsuits for years during which NFL Properties is self-insured or otherwise uninsured.
- (2) Under Count II against NFL and NFL Properties, that Travelers is not required to indemnify the NFL and NFL Properties with respect to any award of damages in or settlement of the Underlying Lawsuits;
- (3) Under Count III against the Defendant Insurers, that Travelers is not required to pay or reimburse any Defendant Insurer with respect to any defense costs incurred or indemnity paid under the policies they issued to the NFL and/or NFL Properties with respect to the Underlying Lawsuits.

Travelers also requests an award of costs, reasonable attorneys' fees and such other and further relief in its favor as the Court finds just and appropriate.

DISCOVER PROPERTY & CASUALTY
INSURANCE, ST. PAUL PROTECTIVE
INSURANCE COMPANY, TRAVELERS
CASUALTY & SURETY COMPANY,
TRAVELERS INDEMNITY COMPANY AND
TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA,

By these attorneys,

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